

NEW APPLICATION
ORIGINAL
RECEIVED

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2009 MAY -1 P 4: 28

AZ CORP COMMISSION May 1, 2009
DOCKET CONTROL

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-09-0211
T-04201A-09-0211

Re: Cageless Collocation Bay Fees Amendment to the
Interconnection Agreement between Qwest Corporation
and Citynet Arizona, LLC for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Citynet Arizona, LLC ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates for Cageless Collocation Bay Fees as set forth in Exhibit A, into the Interconnection Agreement. The Agreement was approved by the Commission on January 26, 2004, Docket No. T-01051B-03-0785, Decision No.66756.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

Enclosure

Arizona Corporation Commission
DOCKETED

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Docket Control, Arizona Corporation Commission
May 1, 2009
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cc: Jeffrey Ray, General Counsel
Citynet Arizona, LLC
113 Platinum Drive, Suite B
Bridgeport, WV 26330

**Cageless Collocation Bay Fees Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Citynet Arizona, LLC
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Citynet Arizona, LLC ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Arizona, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Cageless Collocation Bay Fees, as set forth below and in Exhibit A, attached hereto and incorporated herein.

The following language is added to 8.3.3 - Rate Elements - Physical Collocation

8.3.3.5 Equipment Bay. Provides mounting space for CLEC collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

8.3.3.6 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the Equipment Bay described in 8.3.3.5 above. Spacer(s) will be procured based on customer requested width and to match existing office environment height.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Citynet Arizona, LLC

Qwest Corporation

A. D. Clark

Signature

Aaron D. Clark

Name Printed/Typed

CEO

Title

4/7/09

Date

L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

4/24/09

Date

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